

WAIVER, RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Name of Event: **Gardening 101: A South Pasadena Community Garden Talk and Herb Demonstration**

Date/Time of Event: Sunday, October 10, 2021, 1:00 p.m. - 2:30 p.m.

Location of Event: Library Community Room (1115 El Centro Street, South Pasadena, CA 91030) and
South Pasadena Community Garden (1028 Magnolia St, South Pasadena, CA 91030)

I, _____, certify that I am 18 years of age or over, and am the parent/guardian of the undersigned child Participant _____. I request and consent to my child participating in the above-referenced event ("Gardening 101: A South Pasadena Community Garden Talk and Herb Demonstration"). I certify and represent that I am aware of no medical condition or physical or mental impediment that my child has that would endanger my child when participating in the Event. I also understand that an inherent risk of exposure to COVID-19 exists in any public space where people are present, including with respect to participation in the Event.

I acknowledge that COVID-19 and any variant thereof is an extremely contagious disease that can lead to severe illness and death. I voluntarily assume all risks of exposure to COVID-19 related to my child's participation in the Event, and I assume sole responsibility therefor and agree to hold harmless (i) the City of South Pasadena, its officers (elected and appointed), agents and employees (collectively, "City" and individually, "City Party"), (ii) the South Pasadena Community Garden and its officers, directors and members in connection therewith. I and my child are voluntarily seeking to participate in the Event notwithstanding these risks, and I acknowledge that I and my child must comply with all applicable federal, state, and local laws, rules, and regulations, and all applicable policies, guidelines and recommendations from federal, state, and local public health authorities, including wearing face coverings, related to preventing the spread of COVID-19 in connection with my participation in the Event, and I further acknowledge that even where I and my child are in full compliance with such laws, rules, regulations, policies, guidelines, and recommendations, there is no guarantee that we will not become infected with COVID-19 or any variant thereof in connection with our participation in the Event.

In consideration for my child's participation in the Event, I hereby waive, release and discharge (i) the City and each City Party, (ii) the South Pasadena Community Garden and its officers, directors and members, from and against any and all claims or liabilities to me or my child or any other person, including but not limited to claims or liabilities for bodily injury, illness, death, property damage, or failure to prevent theft of property, arising from or related in any way to my participation in the Event, including the negligence of the City, the South Pasadena Community Garden and its officers, directors and members, or any other participants in the Event, and I agree to waive our rights to make any such claims through any action or proceeding against (i) the City or any City Party, (ii) the South Pasadena Community Garden and its officers, directors and members. However, I understand that this paragraph is not intended to release any party from any act or omission of "gross negligence."

In giving the foregoing release and waiver, I expressly waive any and all rights conferred upon me by the provisions of California Civil Code Section 1542, which I understand reads as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind, that are known or unknown, or suspected or unsuspected, that may arise from or relate in any way to my child's participation in the Event.

To the full extent permitted by law, I agree to hold and save harmless (i) the City and each City Party, (ii) the South Pasadena Community Garden and its officers, directors and members from any and all actions, claims, proceedings, damages to persons or property, losses, costs, fees, expenses, forfeitures, penalties, obligations, errors, omissions or liabilities, whether actual or threatened, that may be asserted or claimed by any person, firm or entity ("Claims") arising out of or in connection with my participation in the Event, and to defend and indemnify (i) the City and each City Party,

(ii) the South Pasadena Community Garden and its officers, directors and members from and against all Claims arising from my negligence or intentional misconduct in connection with my child's participation in the Event. This obligation shall be binding on my heirs, successors and assigns and shall not expire.

No oral representations, statements or inducements, apart from this written form, have been made with regard to the subject matter of this form. If any portion of this form is declared invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect.

By signing below, I acknowledge and represent that I have read and understand the above, and that I voluntarily agree to its terms.

Signature of Parent/Guardian: _____ Date: _____

Parent/Guardian's First Name: _____

Parent/Guardian's Last Name: _____

Child's First Name: _____

Child's Last Name: _____

Address: _____ Phone Number: _____